

# LOAN AGREEMENT

## Spotloan TILA Disclosures

### Itemization of Amount Financed

Amount given to you directly	\$800.00
Amount financed	\$800.00
Interest rate (until paid in full)	390%
Interest	\$987.88
Total you pay	\$1,787.88

**Finance Charge** is the amount of money it costs you to borrow \$800.00. Your finance charge is \$987.88.

**Annual Percentage Rate ('APR')** is the cost of your loan at a yearly rate. The APR of your loan is 390%.

**Amount Financed** is how much money you are borrowing from us. Your amount financed is \$800.00.

**Total of Payments** is the amount you will have paid when you have made all scheduled payments. This is the sum of the amount you borrow and the finance charge. Your total of payments is \$1,787.88.

**Payment Schedule** You will have 6 monthly payments of \$297.98, starting on DEC 31, 2015 and ending on MAY 31, 2016, assuming you make all your payments on time. A full payment schedule is below.

**Prepayment** There is no penalty for paying part or all of your loan early, and you can reduce the amount of interest paid by paying early. Just call us at (888) 681-6811 to get your payoff amount and instructions on making a special payment.

This loan agreement is your contract with Spotloan, and you should refer to it for information about missed payments and default.

**Missing a Payment.** If any payment is dishonored or returned for any reason, you may be charged a \$10.00 fee for non-sufficient funds. If you miss a payment, you will pay more interest on your loan over time. If you call us at least 2 business days before your payment is due, we can usually work something out. Call (888) 681-6811.

**Promise to Pay.** You promise to pay us, or any subsequent holder of this Loan Agreement, the amount financed plus finance charges according to your most recent payment schedule. Interest accrues at the stated annual percentage rate until the loan is paid in full. Amounts shown above assume that you make all payments when due. See <http://www.spotloan.com/how-spot-loans-work> for the types of payment we accept.

**Reduction in Interest Rate.** We reserve the right to lower your interest rate in accordance with our internal policy at any time after you accept these loan terms. If your rate is lowered, we will notify you and

give you an updated payment schedule. You will remain obligated to repay your loan in full. If your rate is lowered as part of a settlement agreement and you miss any payment, your rate may be reverted back to the interest rate as stated in this agreement.

**Default.** You will be in default under this Agreement if you provide false or misleading information in connection with your loan, or if you fail to make a payment within 90 days of your scheduled or deferred due date. If you fail to cure the default within 7 days after we notify you of default, we may declare the entire outstanding balance due under this Agreement payable at once and proceed to collect it, including bringing legal action. If you default on your loan and we incur fees in connection with collecting on your account (e.g., third-party collection agency costs or attorneys fees), you may be required to reimburse us for those fees, to the extent permitted by law, in addition to paying your unpaid principal and interest.

**Disputes.** Any dispute under this Agreement will be decided under the terms set forth in the Binding Arbitration and Jury Trial Waiver below unless you decide to opt out (see "Other Options" below).

**Final Loan Approval.** This Loan Agreement is effective only when it has been accepted by us and we initiate the disbursement of loan funds to you. Your application is always subject to review by our credit team, and we may request additional documentation before funding your loan.

**Governing Law.** Spotloan is organized under the laws of the Turtle Mountain Band of Chippewa Indians (the "Tribe"). Your Loan Agreement becomes a binding contract with us when we accept it at our offices on the Turtle Mountain Indian Reservation. By signing this Loan Agreement, you agree that the laws of the Tribe will apply to the Loan Agreement, and understand that United States state law does not apply to the Loan Agreement in any way. You also agree to be subject to the jurisdiction of the Tribe.

Teresa Titus  
1637 N Falcon Drive  
Ridgefield, WA, 98642,  
360-887-9262

Spotloan  
c/o BlueChip Financial  
P.O. Box 720  
Belcourt, ND 58316

## Binding Arbitration Clause and Jury Trial Waiver

Background and Scope.		
<b>What is binding arbitration?</b>	<b>An alternative to court.</b>	In binding arbitration, a neutral third party ("Arbiter") solves Disputes in a hearing ("hearing"). By accepting this Clause, you, related third parties, and we, waive the right to go to court to have our Dispute heard. All parties forgo jury trials and other court proceedings that would decide the Dispute.
<b>Is it different from court and jury trials?</b>	<b>Yes.</b>	The hearing is private and less formal than court. Arbiters may limit pre-hearing fact finding, called "discovery." The decision is usually final. Courts rarely overturn Arbiters.
<b>Who does the Clause cover?</b>	<b>You, Us, and Others.</b>	This Clause covers you and us and any of our collective heirs, successors, and assigns, along with any third parties related to any Dispute.

<b>Which Disputes are covered?</b>	<b>All Disputes.</b>	In this Clause, the word "Disputes" has the broadest possible meaning. This Clause governs all Disputes involving the parties. This includes all claims even indirectly related to your application and agreements with us. This includes claims related to information you previously gave us. It includes all past agreements. It includes extensions, renewals, refinancings, or payment plans. It includes claims related to collections, privacy, and customer information. It includes claims related to setting aside this Clause. It includes claims about the Clause's validity and scope. It includes claims about whether to arbitrate.
<b>Are you waiving rights?</b>	<b>Yes.</b>	You waive your rights to: <ol style="list-style-type: none"> <li>1. Have juries solve Disputes.</li> <li>2. Have any court solve Disputes.</li> <li>3. Serve as a private attorney general or in a representative capacity.</li> <li>4. Be in a class action.</li> </ol>
<b>Are you waiving class action rights?</b>	<b>Yes.</b>	COURTS AND ARBITERS WON'T ALLOW CLASS ACTIONS. You waive your rights to be in a class action, as a representative and a member. Only individual arbitration will solve Disputes. You waive your right to have representative claims.
<b>What law applies?</b>	<b>The Federal Arbitration Act ("FAA").</b>	This transaction involves interstate commerce. Thus, the FAA governs. If a court finds the FAA doesn't apply, and the finding can't be appealed, then your state's law governs. The Arbiter must apply substantive law consistent with the FAA. The Arbiter must follow statutes of limitation and privilege claims.
<b>What is the first step in trying to solve Disputes?</b>	<b>Please call us.</b>	We strive for excellent customer service. We prefer that you try to solve Disputes by calling us at <a href="tel:888-681-6811">888-681-6811</a> . If this doesn't solve the Dispute, mail us written notice, within 100 days of the Dispute date. In your notice, tell us the details and how you want to solve it. We will try to solve the Dispute. If we make a written offer ("Settlement Offer"), you can reject it and arbitrate. If we don't solve the Dispute, either party may start arbitration. To start arbitration, contact an Arbiter or arbitration group listed below. Settlement Offers are considered confidential, and neither you nor we are allowed to disclose Settlement Offer proposals to the Arbiter during arbitration.
<b>How should you contact us?</b>	<b>By mail.</b>	Send mail to Lender c/o Spotloan's mail processor at P.O. Box 927, Palatine, IL 60078-0927. You can call us or use certified mail to confirm receipt.
<b>Will this Clause continue to govern?</b>	<b>Yes, unless otherwise agreed.</b>	The Clause stays effective, unless the parties sign an agreement stating it doesn't. The Clause governs if you rescind the transaction. It governs if you default, renew, prepay, or pay. It governs if your contract is discharged through bankruptcy. The Clause remains effective, despite a transaction's termination, amendment, expiration, or performance.

#### Process.

<b>How does arbitration start?</b>	<b>Mailing a notice.</b>	Either party may mail the other a request to arbitrate. The notice should describe the Dispute and relief sought. The receiving party must mail a response within 20 days. If you mail the demand, you may choose the arbitration group. Or, your demand may state that you want the parties to choose a local Arbiter. If related third parties or we mail the demand, you must respond in 20 days. Your response must choose an arbitration group or propose a local Arbiter. If it doesn't, we may choose the group.
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<b>Who arbitrates?</b>	<b>AAA, JAMS, or an agreed Arbiter.</b>	You may select the American Arbitration Association ("AAA") (1-800-778-7879) <a href="http://www.adr.org">http://www.adr.org</a> or JAMS (1-800-352-5267) <a href="http://www.jamsadr.com">http://www.jamsadr.com</a> . The parties may also agree in writing to a local attorney, retired judge, or Arbiter in good standing with an arbitration group. The Arbiter must arbitrate under AAA or JAMS consumer rules. You may get a copy of these rules from such group. Any rules that conflict with any of our agreements with you don't apply. Such Arbiter must enforce your agreements with us, as they are written.
<b>Will the hearing be held nearby?</b>	<b>Yes.</b>	For your convenience, you can choose to have the hearing take place telephonically. Otherwise, the arbitration hearing will take place in the county of your residence or in a place as ordered by the Arbiter.
<b>What about appeals and enforcement?</b>	<b>Appeals are limited.</b>	The Arbiter's decision is usually final. A party may file the Arbiter's award with the Washington state court for enforcement against either party.
<b>Will we advance Arbitration Fees?</b>	<b>Yes, but you may pay costs.</b>	We advance your "Arbitration Fees" if you ask us to. This includes filing, administrative, hearing, and Arbiter's fees. You pay your attorney fees and other expenses.
<b>Are damages and attorney fees possible?</b>	<b>Yes, if allowed.</b>	The Arbiter may award the same damages as a court. Arbiters may award reasonable attorney fees, and expenses, if allowed by law.
<b>Will you pay Arbitration Fees if you win?</b>	<b>No.</b>	If the Arbiter awards you funds, you don't reimburse us the Arbitration Fees.
<b>Will you ever pay Arbitration Fees?</b>	<b>Yes.</b>	If the Arbiter doesn't award you funds, then you may be required to repay the Arbitration Fees. If you must pay Arbitration Fees, the amount won't exceed normal court costs.
<b>Can an award be explained?</b>	<b>Yes.</b>	A party may request details from the Arbiter, within 14 days of the ruling. Upon such request, the Arbiter will explain the ruling in writing.

<b>Other Options.</b>		
<b>If you don't want to arbitrate, can you still get a transaction?</b>	<b>Yes. You can get our services and decide not to arbitrate.</b>	Consider these choices: <ol style="list-style-type: none"> <li>1. Informal Dispute Resolution. Contact us, and attempt to settle any Disputes.</li> <li>2. Tribal Court. Seek to solve Disputes in tribal court, within tribal law limits.</li> <li>3. Get Credit Without the Clause. Write to us and ask for a Contract without the Clause.</li> <li>4. Opt-Out of Arbitration. Sign this clause and then opt-out within 60 days.</li> </ol>
<b>Can you opt-out of the Clause?</b>	<b>Yes. Within 60 days.</b>	Write us within 60 calendar days of signing your agreement to opt out of the Clause for that agreement. List your name, address, account number and date. List that you "opt out." If you opt out, it will apply only to that agreement.

## Payment Schedule

Here is the full schedule of your payments so you know exactly what to expect.

Date	Amount
Dec 31, 2015	\$297.98
Feb 1, 2016	\$297.98
Feb 29, 2016	\$297.98
Mar 31, 2016	\$297.98
May 2, 2016	\$297.98
May 31, 2016	\$297.98

**INTEREST ACCRUES ON A DAILY BASIS. IF YOU DEFER OR MISS A PAYMENT, INTEREST WILL CONTINUE TO ACCRUE AND YOUR PAYMENT SCHEDULE WILL BE ADJUSTED ACCORDINGLY. THIS MEANS THAT YOUR PAYMENT SCHEDULE MAY BE EXTENDED AND/OR YOUR PERIODIC PAYMENT AMOUNT MAY BE INCREASED.**

## Additional Disclosures

### Permission to Gather/Verify Data

You give Spotloan permission to verify the information you provided to us in this application. We may also use the information you provided to gather additional data related to your loan application. This information may come from a number of sources, including consumer reporting agencies and sources named in this application. If we make you a loan and you consent to ACH withdrawals for loan payments, we will use the bank account information you give us to process those payments. Also, as we gather information, we may detect additional bank accounts that you own, and we will consider those accounts as we process your loan application.

### Credit Reporting

You are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

### Loan Sale

Spotloan reserves the right to sell this loan and/or the rights to service this loan to anyone of Spotloan's choosing. If the ownership of your loan changes, you will receive notice from the new owner and your obligation to repay your loan according to the terms and conditions outlined in this agreement will remain unchanged.

### Expensive Form of Credit

This is an expensive form of credit and is intended only for short-term financial needs. Spotloans are designed to help you deal with emergencies such as rent, medical bills, car repairs, or expenses related to your job. Spotloans are not intended to solve longer-term credit or other financial needs, and alternative forms of credit may be better for you, including borrowing from a friend or relative; using a credit card cash advance; taking out a personal loan; or using a home equity loan or savings.

## Fair Lending Policy Statement

Spotloan is providing you the following information in a manner consistent with principles under applicable United States federal law. It is Spotloan's policy to make credit products and loan support services available to all qualified applicants without discriminating on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant is of legal age and has the legal capacity to enter into a binding contract), veteran status, disability, genetics, sexual orientation, gender identity, gender expression, or any other status or condition protected by law; income derived from any public assistance program; or the fact that the applicant has in good faith exercised any right under the Consumer Credit Protection Act. We will not discourage a consumer from making or pursuing an application for credit on a prohibited basis. Spotloan treats all consumers in a fair, equitable, and consistent manner on an equal opportunity basis.

## Transfer of Rights/Maintenance of Register

We may assign or transfer this Agreement, or any of our rights, without notice or your consent. This Agreement shall remain exclusively subject to the laws and courts of the Turtle Mountain Band of Chippewa Indians. BlueChip Financial ("Registrar"), acting as your irrevocably appointed agent, shall maintain at a U.S. office (1) a copy of each assignment delivered to it, and (2) a register ("Register") recording the names and addresses of the original owner and assignees, and the principal and interest owing to each from time to time pursuant to the terms of this Loan. The Register's entries shall be conclusive, and you, the Registrar, the Lender and all its assignees shall treat each person appropriately recorded in the Register as the owner of such principal and interest payments for all purposes of this Agreement, notwithstanding any contrary notice. You may obtain the name of the owner in the Register by writing the Registrar with reasonable notice, and the Registrar shall include on the Register the names and addresses of any person holding a participation interest in the Loan of which it has notice. You are not responsible for any fees or expenses for the Registrar's services.

We (or any assignee or transferee) may at any time, without notice or your consent, sell participations to any person (a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement; provided that (i) such Lender's obligations under this Agreement remain unchanged, and (ii) you shall continue to deal solely and directly with that Lender in connection with its rights and obligations under this Agreement. The Registrar shall, acting as your irrevocably appointed agent, maintain a register with the name and address of each Participant and the principal and interest of each Participant's interest in the Loan or other obligations under the Loan documents (the "Participant Register"). The Participant Register entries shall be conclusive absent clear error, and Lender shall treat each Person in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any contrary notice.

This Section shall be construed so that the Loan is always maintained in "registered form" according to Sections 163(f), 871(h)(2) and 881(c)(2) of the Internal Revenue Code of 1986, as amended, and the associated Treasury Regulations.

